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Doc#: 2124408188 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 09/01/2021 12:04 PM Pg: 1 of 4

RECORDATION REQUESTED BY:

Byline Bank
Corporate Headquarters
180 N. LaSalle St.
Chicago, IL 60601

WHEN RECORDED MAIL TO:

Byline Bank
C/O Post Closing Department
180 N. LaSalle St., Ste 400
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Loan Documentation
Byline Bank
180 N. LaSalle St.
Chicago, IL 60601

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 2, 2021, is made and executed between Chicago Trust Company, N.A., Trustee Under Trust Agreement Dated February 3, 2017 and Known as Trust No. 4189, whose address is 10258 S. Western Ave., Suite 201, Chicago, IL 60643 (referred to below as "Grantor") and Byline Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated March 28, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Recorded April 6, 2007 as Document No. 0709647081 and an Assignment of Rents dated March 28, 2007, Recorded April 6, 2007 as Document No. 0709647082.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

UNIT 105 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS IN LINCOLN CENTER CONDOMINIUM AS DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT NO. 0632606059, IN THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2472 W. Foster Ave., Unit 105, Chicago, IL 60625. The Real Property tax identification number is 13-12-233-037-1005.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects that the following items and paragraphs are hereby deleted to the Mortgage and Assignment of Rents and are made a part thereof:

The "Lender" in the Mortgage and Assignment of Rents is hereby deleted and replaced with the following: Byline Bank formerly known as North Community Bank, an Illinois Banking Corporation, successor by merger with Plaza Bank, whose address is 180 N. LaSalle St., Chicago, IL 60601.

The Real Property Tax Identification Number is hereby corrected as detailed above.

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MODIFICATION OF MORTGAGE (Continued)

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Definition of Note:

And includes without limitation, Borrower's Promissory Note or Notes, if any, evidencing Borrower's loan obligations in favor of Lender, as well as any substitute, replacement, or refinancing note or notes thereof.

Waiver of right of redemption:

NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS MORTGAGE, GRANTOR HEREBY WAIVES, TO THE EXTENT PERMITTED UNDER 735 ILCS 5/15-1601(b) OR ANY SIMILAR LAW EXISTING AFTER THE DATE OF THIS MORTGAGE, ANY AND ALL RIGHTS OF REDEMPTION ON GRANTOR'S BEHALF AND ON BEHALF OF ANY OTHER PERSONS PERMITTED TO REDEEM THE PROPERTY

All other terms and conditions not specifically amended herein, remain unchanged and in full effect.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

TAX AND INSURANCE RESERVES. Subject to any limitations and consistent with any requirements set by applicable law, Lender may require Borrower to maintain with Lender reserves for payment of annual taxes, assessments, and insurance premiums, which reserves shall be created by an initial deposit and subsequent monthly payments, or payments at such other interval as payments under the Note may be due, of a sum estimated by Lender to be sufficient to pay the total annual taxes, assessments, and insurance premiums Lender reasonably anticipates to be paid from these reserves. The reserve funds shall be held by Lender as a general deposit from Borrower, which Lender may satisfy by payment of the taxes, assessments, and insurance premiums required to be paid by Borrowers as they become due. Lender shall have the right to draw upon the reserve funds to pay such items, and Lender shall not be required to determine the validity or accuracy of any item before paying it. Nothing in the Note shall be construed as requiring Lender to advance other monies for such purposes, and Lender shall not incur any liability for anything it may do or omit to do with respect to the reserve account. If Lender discovers that the payments into the reserve account have produced a surplus beyond the annual amounts due to be paid from the reserve funds by more than the cushion permitted by applicable law, but a payment on the Note has not been received within 30 days of the payment due date, Lender may retain the excess funds. All amounts in the reserve account are hereby pledged to further secure the indebtedness, and Lender is hereby authorized to withdraw and apply such amounts on the indebtedness upon the occurrence of an Event of Default. Lender shall not be required to pay any interest or earnings on the reserve funds unless required by law or agreed to by Lender in writing. Lender does not hold the reserve funds in trust for Borrower, and the Lender is not Borrower's agent for payment of the taxes and assessments required to be paid by Borrower. If a security interest is also being granted to Lender in any real estate on which the Collateral is situated, then any provision relating to escrow or reserve accounts in the mortgage, deed of trust, or other real estate security instrument granting such interest has priority over this provision.

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MODIFICATION OF MORTGAGE (Continued)

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 2, 2021.

GRANTOR:

x [Signature]

Authorized Signer for Chicago Trust Company, N.A., Trustee
Under Trust Agreement Dated February 3, 2017 and Known as
Trust No. 4189

LENDER:

BYLINE BANK

x [Signature]

Authorized Signer

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder; and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representations, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate for the payment thereof.

TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

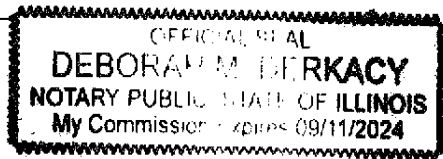
On this 18th day of August, 2021 before me the undersigned Notary Public, personally appeared LINDA J. PIETROWSKI, V.P. TRUST OFFICER of Chicago Trust Company, N.A., Trustee Under Trust Agreement Dated February 3, 2017 and Known as Trust No. 4189, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By [Signature]

Residing at Chicago

Notary Public in and for the State of ILLINOIS

My commission expires 9/11/2024



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MODIFICATION OF MORTGAGE (Continued)

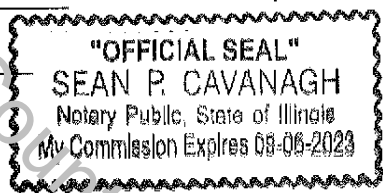
LENDER ACKNOWLEDGMENT

STATE OF Illinois)
)
) SS
 COUNTY OF Cook)

On this 17 day of August, 2021 before me, the undersigned Notary Public, personally appeared Audrey Brinkman and known to me to be the loan officer, authorized agent for Byline Bank that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of Byline Bank, duly authorized by Byline Bank through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of Byline Bank.

By [Signature] Residing at 820 Church St
Easton IL 60121
 Notary Public in and for the State of Illinois

My commission expires 9/6/2023



Public Clerk's Office